

Exhibit A



**Service of Process
Transmittal**

11/28/2017

CT Log Number 532375634

TO: Kathleen Sturgeon
Markel Midwest, Inc.
10 Parkway North
Deerfield, IL 60015-

RE: Process Served in Delaware

FOR: Essex Insurance Company (Domestic State: DE)
According to our records representation services for this entity have been discontinued in this jurisdiction.

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: OSCAR CONSTRUCTION SERVICES, LLC, Pltf. vs. Essex Insurance Company, Dft.

DOCUMENT(S) SERVED: Summons, Complaint, Notice, Statement

COURT/AGENCY: Essex County Superior Court - Law Division, NJ
Case # ESXL00831217

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, Wilmington, DE

DATE AND HOUR OF SERVICE: By Process Server on 11/28/2017 at 14:30

JURISDICTION SERVED : Delaware

APPEARANCE OR ANSWER DUE: Within 35 days from the date you received this summons, not counting the date you received it

ATTORNEY(S) / SENDER(S): Charles R. Mathis
125 Half Mile Road, Suite 201
Red Bank, NJ 07701
732-704-4647

ACTION ITEMS: SOP Papers with Transmittal, via UPS Next Day Air , 1Z0399EX0105413733
Email Notification, Richard Grinnan rgrinnan@markelcorp.com
Email Notification, Kathleen Sturgeon LegalRegulatory@markelcorp.com
Email Notification, Donna Strauss Donavant ddonavant@markelcorp.com
Email Notification, Laurie Ford ford@markelcorp.com

SIGNED: The Corporation Trust Company
ADDRESS: 1209 N Orange St
Wilmington, DE 19801-1120
TELEPHONE: 302-658-7581

RECEIVED

DEC 01 2017

LAW DEPT.

Page 1 of 1 / HK

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUMMONSAttorney(s) Charles R. Mathis, IVOffice Address 125 Half Mile Road, Suite 201Town, State, Zip Code Red Bank, NJ 07701Telephone Number (732) 704-4647Attorney(s) for Plaintiff Charles R. Mathis, IVOSCAR CONSTRUCTION SERVICES, LLC

Plaintiff(s)

Vs.

ESSEX INSURANCE COMPANY

Defendant(s)

**Superior Court of
New Jersey**ESSEX COUNTYLAW DIVISIONDocket No: ESX-L-008312-17**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.


Clerk of the Superior Court

DATED: 11/28/2017

Name of Defendant to Be Served:

Address of Defendant to Be Served: 1209 Orange Street
Wilmington, DE 19801Date Served: 11/28/17Time Served: 2:00
DN

Charles R. Mathis IV, Esq.
NJ Bar I.D. No. : 060872013
Robert T. Trautmamm, Esq.
NJ Bar I.D. No. : 037562005
MERLIN LAW GROUP, P.A.
125 Half Mile Road, Suite 201
Red Bank, New Jersey 07701
732-704-4647 / 732-704-4651 (Fax)

Attorneys for Plaintiff

OSCAR CONSTRUCTION SERVICES, LLC,

Plaintiff

vs.

ESSEX INSURANCE COMPANY,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – ESSEX COUNTY

CIVIL ACTION

DOCKET No.: ESX-L

COMPLAINT AND JURY DEMAND

COMES NOW the Plaintiff, OSCAR CONSTRUCTION SERVICES, LLC (“Plaintiff”),
by and through its undersigned counsel, by way of Complaint against the above named
Defendant, ESSEX INSURANCE COMPANY states as follows:

NATURE OF THE CASE

1. This is an action by the Plaintiff, policyholder, against its insurance carrier, ESSEX INSURANCE COMPANY (“Essex” or “Defendant”), for benefits owed under the insurance policy, which have not been paid, as a result of property insurance claim for damage related to vandalism.
2. Plaintiff purchased a commercial insurance policy from Essex, which covers direct physical loss as a result of vandalism.
3. Essex failed to pay the damages due and owing under the insurance policy, and further acted in violation of the implied duty of good faith and fair dealing contained in the insurance policy, further damaging the Plaintiff.

PARTIES

4. Plaintiff was and is a business incorporated in the State of New Jersey and the owner of the property at issue located at 47 Chelsea Avenue, Newark, New Jersey 07106 (the "Property").
5. Defendant, Essex is an insurance company authorized to do business in the State of New Jersey.

JURISDICTION AND VENUE

6. Defendant Essex is subject to the jurisdiction of this Court because it issued an insurance policy, which was to be performed in the State of New Jersey, and the Defendant failed to pay benefits to the Plaintiffs.
7. Subject-matter jurisdiction is proper in the Law Division pursuant to New Jersey Rules of Civil Procedure Rule 4:3-1(a)(4).
8. Venue is properly laid in Essex County pursuant to New Jersey Rules of Civil Procedure Rule 4:3-2(b), because the subject property is located within Essex County and the Defendant voluntarily insured property located in Essex County.

FACTS COMMON TO ALL COUNTS

9. Plaintiff, at all relevant times, has been the owner of certain real property located at 47 Chelsea Avenue, Newark, New Jersey 07106.
10. The aforementioned property is a multi-family residential property.
11. Plaintiffs purchased commercial insurance policy, Policy Number P037559 (the "Policy") from Essex which covered the property at issue in this matter.

12. All premiums on the Policy were paid, and the Policy was in full force and effect at all relevant times herein.
13. The Policy includes insurance coverage for, *inter alia*, the risk of direct physical loss to the premises rented by the policyholder, including vandalism.
14. On or about December 29, 2015, Plaintiff's property suffered damage as a result of vandalism.
15. Vandalism and the resulting damage is a covered risk under the Policy.
16. The Plaintiff's property sustained significant losses as a result of damage relating to the vandalism.
17. Plaintiffs promptly submitted an insurance claim to Essex for the damage to the property caused by damage relating to the vandalism damage.
18. Essex assigned claim number 2CS5358 to the Plaintiff's claim.
19. Essex sent an adjuster to evaluate the damage to the Plaintiff's property associated with the vandalism.
20. Defendant, through their adjuster only provided coverage from a small portion of the damages to the Plaintiff's property.
21. The Plaintiffs sought professional help to determine the amounts owed under the Policy, because they disagreed with Essex's denial.
22. Plaintiff has cooperated with Essex and have complied with all post-loss obligations listed in the Policy.
23. Essex has failed and refused to promptly or properly adjust the Plaintiff's losses from damage relating to the vandalism loss.

24. The Plaintiff suffered damages from the vandalism loss for which Essex has failed to pay.
25. Plaintiff has demanded payment pursuant to the terms of the Policy.
26. Essex has failed and refused to pay the insurance proceeds to Plaintiff as required under the Policy.
27. Essex's failure and/or refusal to pay the insurance proceeds due and owing under the Policy constitutes a breach of the express terms of the insurance contract.
28. Plaintiff has done and performed all those matters and things properly and reasonably required and requested of it under the Policy.
29. As a direct result of Essex's breach of the insurance contract, Plaintiff has suffered and continues to suffer financial damages.
30. As a direct result of Essex's breach of the insurance contract, Plaintiff was required to become obligated for attorney's fees and costs in connection with the prosecution of this action.

COUNT ONE – Breach of Contract

31. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 30 as if set forth in full herein.
32. Plaintiff and Essex entered into an insurance contract whereby Essex promised to pay for covered damages to Plaintiff's property.
33. Plaintiff's property sustained covered losses caused by a vandalism loss on or about December 29, 2015.
34. Plaintiff has demanded payment pursuant to the terms of the Policy.

35. Essex has failed and refused to pay the insurance proceeds to Plaintiff as required under the Policy.
36. Essex's failure to pay the insurance proceeds is a breach of the express terms of the contract.
37. As a result of Essex's breach of the insurance contract, Plaintiff has suffered and continues to suffer damages.

WHEREFORE, Plaintiff, OSCAR CONSTRUCTION SERVICES, LLC demands judgment against ESSEX INSURANCE COMPANY on Count One for:

- (a) Compensatory damages;
- (b) Consequential damages;
- (c) Pre-judgment interest and post-judgment interest;
- (d) Costs of suit;
- (e) Attorneys' fees; and
- (f) For such other relief as the court may deem equitable and just.

**COUNT TWO – Breach of Implied Covenant of Good Faith
and Fair Dealing**

38. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 37 as if set forth in full herein.
39. Plaintiff and Essex entered into an insurance contract whereby Essex promised to pay for covered damages to Plaintiff's property.
40. That contract includes an implied covenant of good faith and fair dealing. This covenant includes, but is not limited to duties to honestly, promptly, and fairly investigate facts of

coverage, evaluate damages, adjust the loss, communicate and cooperate with the insured, and promptly pay the full amount of covered losses.

41. Essex failed to properly adjust Plaintiff's claim by engaging in activities that include, but are not limited to:

- a. Failing to communicate or respond to Plaintiff in a timely fashion;
- b. Failing to inspect the damaged property in a timely fashion;
- c. Failing to retain the services of an engineer and experts in a timely fashion;
- d. Failing to provide engineer reports in a timely fashion;
- e. Failing to consider all facts in support of coverage;
- f. Failing to abide by the policy terms and cover all damages caused by the vandalism loss; and
- g. Failing to issue a final decision on the claim until many months after the damage occurred.

42. Essex's actions, in failing to properly adjust Plaintiff's claim, is a breach of the implied covenant of good faith and fair dealing.

43. Essex knowingly breached the implied covenant of good faith and fair dealing in an attempt to deprive Plaintiff of their rights and reasonable expectations under the insurance contract.

44. As a result of Essex's breach of the implied covenant of good faith and fair dealing, Plaintiff has suffered and will continue to suffer damages.

WHEREFORE, Plaintiff, OSCAR CONSTRUCTION SERVICES, LLC demands judgment against ESSEX INSURANCE COMPANY on Count Two for:

- (a) Compensatory damages;

- (b) Consequential damages;
- (c) Pre-judgment interest and post-judgment interest;
- (d) Costs of suit;
- (e) Attorneys' fees; and
- (f) For such other relief as the court may deem equitable and just.

CERTIFICATION PURSUANT TO R. 4:5-1

I hereby certify that the matter in controversy is not the subject of any other action pending in any Court, is not the subject of a pending arbitration proceeding, and is not the subject of any other contemplated action or arbitration proceeding.

JURY DEMAND

Plaintiff hereby demands trial by jury as to all issues in the above matter.

DESIGNATION OF TRIAL ATTORNEY

In accordance with R. 4:25-4, Robert T. Trautmann, Esq., is hereby designated as trial counsel for the Plaintiff in the above matter.

MERLIN LAW GROUP, P.A.

Date: November 27, 2017

By: /s/Charles R. Mathis IV
Charles R. Mathis IV, Esq.
NJ Bar I.D. No. : 060872013
Robert T. Trautmann, Esq.
NJ Bar I.D. No. : 037562005
125 Half Mile Road, Suite 200
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ESSEX COUNTY - CIVIL DIVISION
SUPERIOR COURT OF NJ
465 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 776-9300
COURT HOURS 8:30 AM - 4:30 PM

DATE: NOVEMBER 27, 2017
RE: OSCAR CONSTRUCTION SERVICES, VS ESSEX INSURANCE
DOCKET: ESX L -008312 17

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON DENNIS F. CAREY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003
AT: (973) 776-9300.


IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: CHARLES R. MATHIS
MERLIN LAW GROUP
777 S HARBOUR ISLAND BLVD
SUITE 950
TAMPA FL 33602

ECOURTS

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO.: _____	
			AMOUNT: _____	
			OVERPAYMENT: _____	
			BATCH NUMBER: _____	
ATTORNEY / PRO SE NAME Charles R. Mathis IV, Esq.			TELEPHONE NUMBER (732) 704-4647	
COUNTY OF VENUE Essex				
FIRM NAME (if applicable) Merlin Law Group, P.A.			DOCKET NUMBER (when available)	
OFFICE ADDRESS 125 Half Mile Road, Suite 201 Red Bank, NJ 07701			DOCUMENT TYPE Complaint	
			JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) OSCAR CONSTRUCTION SERVICES, LLC, Plaintiff(s)		CAPTION OSCAR CONSTRUCTION SERVICES, LLC v. ESSEX INSURANCE COMPANY		
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input type="checkbox"/> NO				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE:				

Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 292 PELVIC MESH/BARD |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 289 REGLAN | 601 ASBESTOS |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA |
| 291 PELVIC MESH/GYNECARE | 624 STRYKER LFIT CoCr V40 FEMORAL HEADS |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☐ Putative Class Action ☐ Title 59